

Article - Real Property

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§11A–117.

(a) Sections 10-201, 10-202, and 10-203 of this article apply to all sales by developers under this title. For purposes of this section, a newly constructed unit means a newly constructed or converted unit.

(b) In addition to the implied warranties set forth in § 10-203 of this article, there is an implied warranty on every time-share unit from the developer to a purchaser that the developer will correct any defects in materials or workmanship in the construction of walls, ceilings, floors, and heating and air conditioning systems in the unit. The warranty on the unit commences with the transfer of either title or use to the unit and extends to each time-share owner for a period of 1 year. In addition, a developer shall warrant to a purchaser of a time-share that any existing use of the time-share unit that will continue does not violate applicable law or the project instrument.

(c) (1) In addition to the implied warranties set forth in Section 10-203 of this article, there is an implied warranty from the developer to the association that the developer will correct any defect in material or workmanship in the common elements, including the roof, foundation, external and bearing walls, mechanical, electrical, and plumbing systems, and other structural elements of the common elements, and that the common elements are within acceptable industry standards in effect when such common elements were constructed.

(2) The warranty of this subsection commences when a given common element is completed or when it is made available to a time-share purchaser, whichever shall later occur, and shall continue for a period of 3 years.

(d) (1) A suit for enforcement of a warranty may be brought by a time-share owner or by the association. If any warranty is breached, the court may award legal or equitable relief, or both.

(2) Notice of a defect shall be given within the warranty period and suit for enforcement shall be brought within 1 year of the end of the warranty period.

(3) (i) Except as provided in subparagraph (ii), a cause of action for breach of warranty, regardless of the purchaser's lack of knowledge of the breach, accrues, unless extended by agreement:

1. As to a unit, 6 months after the time the unit is first occupied by a purchaser; and

2. As to other improvements, at the time each is completed.

(ii) If a warranty explicitly extends to future performance or duration of any improvement or component of the time-share project, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

(e) Warranties shall not apply to any defects caused through abuse or failure to perform maintenance by a time-share owner, the association, or managing entity, if other than the developer.

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